

CONTRACT AWARD NOTIFICATION
ANNUAL REQUIREMENTS FOR
COMPUTER STOCK PAPER
(STATE OF NEBRASKA #10814 OC)

DATE: February 10,2005

CONTRACT PERIOD: Nov. 24,2004 thru Nov.30,2005

CONTRACTOR: Forms World, Inc.
10000 Watson Road, Suite 1L8
St. Louis, MO 63126

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Kristie Campbell
Telephone No.: 314/821-1266
FAX No.: 314/821-8199

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER INTERGOVERNMENTAL PURCHASING
(STATE CONTRACT #10814 OC)

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

F/files/sharpurc/awardnotifications/conpaper

EO #72470
Dated 2/4/05

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
10814 OC

PAGE 1 OF 5	ORDER DATE 10/12/04
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON

VENDOR ADDRESS:

FORMS WORLD INC
10000 WATSON RD STE 1L8
ST LOUIS MO 63126-1854

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

DECEMBER 01, 2004 THROUGH NOVEMBER 30, 2005

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.


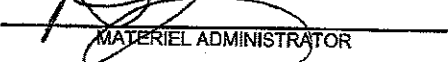
THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

RENEWED FROM CONTRACT NUMBER CA-6136.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

THIS IS THE FIRST RENEWAL OF THE CONTRACT.

Line	Description	Est. Qty	UM	Unit Price
1	greenbar 14 7/8x11, 1 part 15# computer stock paper Forms Per Carton: 3500 Stock Number: 141.	1750	M	7.5100
2	gmbar 14 7/8x11, 2 pt carbon computer stock paper Forms Per Carton: 1400 Stock Number: 142.	50	M	25.7300
3	gmbar 14 7/8x11, 3 pt carbon computer stock paper Forms Per Carton: 875 Stock Number: 013.	50	M	41.2900
4	gmbar 14 7/8x11, 4 pt carbon computer stock paper	50	M	55.9900


BUYER

MATERIEL ADMINISTRATOR

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PAGE 2 OF 5	ORDER DATE 10/12/04
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON

Line	Description	Est. Qty	UM	Unit Price
Forms Per Carton: 650 Stock Number: 014.				
5	gmbar 14 7/8x11, 5 pt carbon computer stock paper	50	M	66.6200
Forms Per Carton: 600 Stock Number: 145.				
6	greenbar 14 7/8x8.5, 1 part 15# computer stock paper	210	M	6.1500
Forms Per Carton: 3500 Stock Number: 241.				
7	greenbar 14 7/8 x 8.5, 2 part carbonless computer stock	50	M	19.2400
Forms Per Carton: 1800 Stock Number: 852.				
8	greenbar 14 7/8 x 8.5, 3 part carbonless computer stock	50	M	31.1100
Forms Per Carton: 1200 Stock Number: 853.				
9	greenbar 14 7/8 x 8.5, 4 part carbonless computer stock	50	M	43.2500
Forms Per Carton: 900 Stock Number: 854.				
10	plain 14 7/8x11, 1 part 18# computer stock paper	291	M	8.2800
Forms Per Carton: 2800 Stock Number: 178.				
11	bluebar 14 7/8x11, 1 part 18# computer stock paper	1020	M	8.2800
Forms Per Carton: 2800 Stock Number: 048.				
12	plain 9.5x11 margin perf. 15# 1 part, computer stock paper	50	M	5.1500
Forms Per Carton: 3300 Stock Number: 181.				
13	plain 9.5x11 clean edge, 20# 1 part, computer stock paper	189	M	5.9800
Forms Per Carton: 2500 Stock Number: 060.				

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PAGE 3 OF 5	ORDER DATE 10/12/04
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON

Line	Description	Est. Qty	UM	Unit Price
14	plain 9.5x11 margin perf, 20# 1 part, computer stock paper	1106	M	5.9800
Forms Per Carton: 2400 Stock Number: 180. New pricing effective July 1, 2004.				
15	carbonless, all plys, 2 pt 15# computer stock paper, 9.5x11	149	M	16.1700
Forms Per Carton: 1800 Stock Number: 892.				
16	carbonless, all plys, 3 pt 15# computer stock paper, 9.5x11	50	M	26.3400
Forms Per Carton: 1200 Stock Number: 893.				
17	carbonless, marg perf 2 pt 15# computer stock paper, 9.5x11	27	M	18.1300
Forms Per Carton: 1800 Stock Number: 882.				
18	carbonless, marg perf 3 pt 15# computer stock paper, 9.5x11	10	M	30.3900
Forms Per Carton: 1200 Stock Number: 883.				
19	plain 9.5x5.5 marg perf, 1 pt 20#, computer stock paper	1738	M	3.1600
Forms Per Carton: 4800 Stock Number: 050.				
20	plain 9.5x5.5 marg perf, 2 pt computer stock paper	115	M	8.2900
Forms Per Carton: 3300 Stock Number: 895.				
21	gmbar 10 5/8x11.5, 1 part 15# computer stock paper	50	M	6.1300
Forms Per Carton: 3500 Stock Number: 201.				
22	gmbar 10 5/8x11.5, 3 part 15# carbonless computer stock	50	M	30.9500
Forms Per Carton: 1200 Stock Number: 203.				
23	gmbar 10 5/8x11.5, 4 part 15# carbonless computer stock	50	M	43.6200

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PAGE 4 OF 5	ORDER DATE 10/12/04
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON

Line	Description	Est. Qty	UM	Unit Price
Forms Per Carton: 800' Stock Number: 204.				
24	gmbar 10 5/8x11.5, 5 part 15# carbonless computer stock	50	M	56.6000
Forms Per Carton: 700' Stock Number: 205.				
25	plain 8.5x3.5, 1 part 20# computer stock paper	50	M	3.5000
Forms Per Carton: 5400' Stock Number: 01-1280.				
26	gmbar 13 5/8x11.5, 1 part 15# computer stock paper	50	M	7.7100
Forms Per Carton: 3500' Stock Number: 131.				
27	14 7/8x8.5, 1 part perfed 15# computer stock paper	50	M	6.3500
Forms Per Carton: 3500' Stock Number: 5241.				
28	plain 12x8.5, 2 pt carbonless computer stock paper	50	M	16.1100
Forms Per Carton: 1600' Stock Number: 592.				

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STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/material/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/material/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (f) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

Computer Stock Paper Specifications CA-6136

1. The State of Nebraska is requesting a contract for Computer Stock Paper. Preference may be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute.
2. This is an open-ended contract between the vendor and the State to furnish an undetermined quantity of paper in a given period of time. An estimated annual quantity is listed on the attached bid sheet and is for reference only and should not be construed to be either a minimum or maximum. There is to be no minimum order requirements.
3. Award of contract with the State of Nebraska does not constitute an exclusive contract for that particular commodity. The State reserves the right to purchase that particular commodity from other sources if in the best interest of the State.
4. Vendor to supply and deliver computer stock paper in accordance with the attached descriptions and contract conditions for one year from date of an award. The State reserves the right to renew the contract in one year periods when mutually agreeable to the vendor and the State of Nebraska.
5. Prices offered herein shall be firm against any increase for ninety (90) days from effective date of contract. A request for price increase must be submitted to the Purchasing Bureau a minimum of 30 days prior to (proposed) effective date and must show cause and be accompanied by supporting documentation such as supplier announcement letter (s) and or any such documentation as requested by the State Purchasing Bureau, such as supplier invoices from time of bid and current showing in the increased cost. Contract will not be amended to reflect increase pricing until this requirement has been met. The State of Nebraska shall receive full proportionate benefits of decreases during the contract period.
6. Orders will be placed by phone, fax, or Internet (if available). All orders must reference a purchase order number, deliveries must be clearly marked with the purchase order number and the purchase order number must be referenced on the invoice.
7. All items must be stocked at bidders location in sufficient quantities to meet five working day delivery requirements. Failure to deliver within the time frame specified may result in \$50 per day penalty charge. If delays in delivery are anticipated, the vendor shall notify the ordering agency of the expected delivery date. The order may be cancelled if delivery time is unsatisfactory and the State may then procure from other sources and the contractor may be held responsible for any excess cost.

Computer Stock Paper Specifications CA-6136

8. All orders to be F.O.B., Lincoln or Omaha with no additional charges for packing or handling. Orders outside Lincoln area will be on a "Freight Added" basis and consigned to the shipper, care of the receiving agency at the destination named. Vendor will replace or reimburse any paper lost because of damage caused by shipping.
9. All forms shall be packaged in uniform size corrugated cartons of sufficient strength and design to insure delivery to the user in damage free conditions.
10. All stock delivered to the IMS-Print Shop bldg., 501 South 14th Street, shall be shrink wrapped on pallets not to exceed 40 inches in width and stacked in a manner that will not cause the forms to be damaged as a result of storing. Stock must be delivered to designated storage area adjacent to the dock. Construction of pallets should be sufficient as to not sustain damage during shipment.
11. All paper delivered to Department of Roads, 14th and Burnham site, will be unloaded on carts and delivered to basement hallway via freight elevator.
12. Stock delivered to other points may be on regular size pallets.
13. Award may be made on an all or none basis to serve the best interest of the State of Nebraska. Items with an "unknown" usage value may be considered as optional items in the award of this contract.
14. Contract may be cancelled by either party upon 30 days written notice.
15. Reports - The successful vendor will be required to provide annual reports on the volume and type of paper purchased over the previous year. The report must contain the date of purchase, item and quantity purchased, cost and the ordering agency. Reports are to be submitted to the State Purchasing Bureau.
16. Any inquiries regarding this contract should be directed to the Buyer as follows:
State Purchasing Bureau
Attn: Robert Thompson
301 Centennial Mall South - 1st Floor
Lincoln, NE 68509
E-mail: rthompso@notes.state.ne.us
Phone: (402) 471-8889
Fax: (402) 471-2089

Computer Stock Paper Specifications

CA-6136

Paper Specifications

1. All paper furnished shall be warranted as being suitable for use in high speed "IBM 1403, 3202, 3211, and 4248" printers and to perform satisfactorily in such service. Paper which is delivered with defective packing leading to jams or improper feed or line registration will be the vendor's responsibility to pick-up and replace. No payment shall be made for defective paper.
2. Paper should consist of high quality recycled bond containing a minimum of 30% post consumer fiber. No ground wood content.
3. Spacing to be 8 lines to the inch with ½ inch alternating white and contrasting green colored shading. Green line shading shall not be of such density as to hinder readability of material printed on it.
4. All forms shall be marginally punched on both sides. All holes must be clearly punched out. All forms shall have a horizontal perforation between sets, no vertical perforation except where specified.
5. All multiple part interleaved forms shall be constructed with a good grade of black, one-time carbon of sufficient weight and intensity to insure high legibility on all parts of the form.
6. Carbonless sets are to be of Black Image.
7. Paper weights shall be as follows unless otherwise specified.
 - 1-part shall be 15#, 18#, and 20#
 - 2-part shall be 15# on 1st part and not less than 13 ½# on 2nd part
 - 3-part shall be 15# on first part and not less than 12# on 2nd & 3rd parts
 - 4-part shall be not less than 13# on all parts
8. Please identify your **Stock Numbers** on your bid.